



**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEVADA**

UNITED STATES OF AMERICA,

Plaintiff,

WALKER RIVER PAIUTE TRIBE,

Plaintiff-Intervenor,

vs.

WALKER RIVER IRRIGATION DISTRICT,

a corporation, et al.,

IN EQUITY NO. C-125

SUBFILE NO. C-125-B

**NOTICE OF APPEARANCE AND INTENT TO PARTICIPATE**

1. I hereby enter my appearance in this sub-proceeding in this case.

2. I am filing this document with the District Court at the following address:

Chief Deputy Clerk  
United States District Court for the  
District of Nevada  
400 South Virginia Street, Suite 301  
Reno, Nevada 89501

3. In the envelope provided for return of my Waiver of Service of Notice in Lieu of Summons, I am mailing a copy of this document to:

Susan L. Schneider  
Attorney for the United States of America  
United States Department of Justice  
Environment & Natural Resources Division  
P.O. Box 756  
Littleton, Colorado 80160

4. I (or the entity on whose behalf I am acting) will retain all defenses or objections to the lawsuit or to the jurisdiction or venue of the court except for objections based on a defect in the Notice in Lieu of Summons or in the service of the Notice in Lieu of Summons.

5. If I (or the entity on whose behalf I am acting) have retained an attorney to represent me in these proceedings, I identify that attorney below, along with his or her mailing address, telephone number, facsimile number, and e-mail address:

1 Attorney: Mr. Tomas P. Erwin

2  
3 Address: Erwin + Thompson LLP  
4 1 East Liberty Street, Suite 424  
5 P.O. Box 40817  
6 Reno, NV 89504

7 Phone Number: (775) 786-9494

8 Fax Number: (775) 786-1180

9 E-mail Address: ERWIN@RENDLAW.COM

10 PLEASE NOTE: Attorneys are reminded that they are required to comply with the  
11 electronic filing procedures of the U.S. District Court for District of Nevada.

12 "Attorneys who are admitted to the bar of this court, admitted to participate in a case pro  
13 hac vice, or who are authorized to represent the United States and its agencies, shall  
14 register as Filing Users of the System. Registration shall be in the form prescribed by the  
15 Clerk of the Court and by these Electronic Filing Procedures." U.S. Dist. Ct., D. Nev.,  
16 Electronic Filing Procedures (rev. Aug. 24, 2006) at I.C.

17 

18 (Signature)

19 Michael K. Longinotti

20 (Printed or typed Name)

21 Borealis Mining Company

22 (Entity, if any, on whose  
23 behalf you are appearing)

24 1130 West Pender St, Suite 810  
25 Vancouver BC Canada V6E 4A4

26 (Address)

27 (604) 261-2229

28 (Telephone number)

From: Origin ID: YDTA (604) 261-2229  
 Lisanna Lewis  
 Gryphon Gold Corporation  
 810-1130 West Pender Street



Vancouver, BC V6E4A4  
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